

Burdett agrees in such case to assign all rents and profits from the above described premises as further security for the mortgage indebtedness, and agrees in such case that any judge of the Circuit-Court of said State may, at chambers or otherwise, appoint a Receiver, with full authority to take possession of said premises and to lease or otherwise dispose of the possession thereof pending said suit, and to collect all rents and profits, and after paying the costs and expenses of such Receivership, apply the proceeds to the payment of the costs and expenses of this action, and the remainder pro-rata on the indebtedness, without liability, however, to account for anything more than the rents and profits actually collected.

In case it should become necessary or advisable to institute foreclosure proceedings, or to appear in any suit for the purpose of foreclosing this mortgage, the Trustee shall be permitted to employ counsel and to incur such other reasonable expenses as may be necessary for the protection of the interest and enforcement of the rights of the note holders; the Attorney's fees in such case, shall be ten per cent. (10%) of the mortgage indebtedness, and Trustee shall itself be entitled to a commission of one per cent. (1%) upon such indebtedness to cover all services rendered in connection with the foreclosure of this loan, and said expenses shall be a lien upon said premises payable in priority to the notes. Should there be any default in the payment of any of the said notes, or any part thereof, for a period of fifteen days or should there be default in any of the agreements or covenants contained in this mortgage for a period of fifteen days, the Trustee shall, on giving ten days written notice to B. St. Burdett, declare the entire amount of said note due and payable, and institute foreclosure proceedings as through the said notes were past due according to their terms. Provided, however, that if B. St. Burdett, shall within ten days pay to said Trustee the sum or sums past due and unpaid together with interest thereon, and shall comply with any other breached agreement or covenant then and in such case the default shall be

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